






Finance Committee Meeting

Commission Chamber- 8/30/2016- 1:10 PM

### **FINANCE**

1. Motion to approve the minutes of the Finance Committee held  [Attachments](#) on August 9, 2016.
2. Approve agreement with Augusta Museum of History for  [Attachments](#) funding as authorized in SPLOST Phase VI.
3. Approve agreement with Pendleton King Park Foundation for  [Attachments](#) funding as authorized in SPLOST Phase VI.

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**Finance Committee Meeting  
8/30/2016 1:10 PM  
Minutes**

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**Department:** Clerk of Commission

**Presenter:**

**Caption:** Motion to approve the minutes of the Finance Committee held on August 9, 2016.

**Background:**

**Analysis:**

**Financial Impact:**

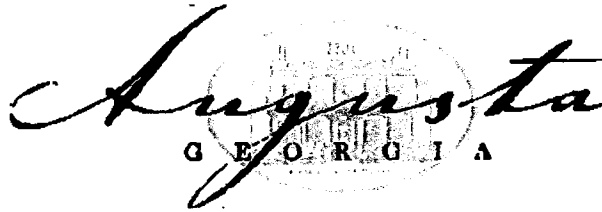
**Alternatives:**

**Recommendation:**

**Funds are Available  
in the Following  
Accounts:**

**REVIEWED AND APPROVED BY:**

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Finance Committee Meeting Commission Chamber - 8/9/2016

**ATTENDANCE:**

Present: Hons. Hardie Davis, Jr., Mayor; Guilfoyle, Chairman; Sias, Vice Chairman; Hasan, member.

Absent: Hon. Frantom, member.

**FINANCE**

1. Motion to approve the minutes of the Finance Committee held on July 26, 2016.

**Item  
Action:**  
Approved

**Motions**

| <b>Motion Type</b> | <b>Motion Text</b>                       | <b>Made By</b>           | <b>Seconded By</b>     | <b>Motion Result</b> |
|--------------------|--|--------------------------|------------------------|----------------------|
| Approve            | Motion to approve.<br>Motion Passes 3-0. | Commissioner Sammie Sias | Commissioner Ben Hasan | Passes               |

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**Finance Committee Meeting  
8/30/2016 1:10 PM  
SPLOST VI agreement with Augusta Museum of History**

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**Department:** Finance

**Presenter:** Donna Williams

**Caption:** Approve agreement with Augusta Museum of History for funding as authorized in SPLOST Phase VI.

**Background:** Project funding in the amount of \$600,000 for the Augusta Museum of History was approved in the SPLOST VI referendum. The Augusta Museum of History project is for facility renovations and improvements.

**Analysis:** The Augusta Museum of History has raised the matching funds \$150,000 as required by the SPLOST VI Challenge Grant guidelines. The agency has provided documentation as required. The SPLOST funding has been collected and is available for disbursement in accordance with the attached agreement upon approval by the governing body.

**Financial Impact:** Funding is available in SPLOST VI

**Alternatives:** n/a

**Recommendation:** approve agreement

**Funds are Available in the Following Accounts:** 328-06-4310/5721110

**REVIEWED AND APPROVED BY:**

**Finance.  
Law.  
Administrator.**

Cover Memo

Item # 2



STATE OF GEORGIA)  
RICHMOND COUNTY)

**SPLOST VI OUTSIDE AGENCY AGREEMENT**

This AGREEMENT made and entered into this 15th day of July, 2016, between Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as "Augusta"), and Augusta Museum of History, (hereinafter referred to as the "Organization").

WITNESSETH

WHEREAS, the voters of Augusta, Georgia on June 16<sup>th</sup> 2009, approved the imposition of the Special Purpose County One Percent Sales and Use Tax ("SPLOST VI"), and designated the use of the proceeds of said tax for certain capital outlay projects, as defined on O.C.G.A. 48-8-111(a) and further approved a project priority payment order in an Intergovernmental Agreement entered into by and between Augusta, Georgia, and the municipalities of Hephzibah and Blythe; and

WHEREAS, the Augusta Commission approved SPLOST funding for certain recreational, historical and cultural improvement capital outlay projects to be implemented through various outside agencies as provided in guidelines adopted on February 19<sup>th</sup> 2009; and

WHEREAS, Augusta has determined that the project described on Exhibit A (the "Project") is beneficial to the citizens of Augusta as it provides and enhances recreational, historical and/or cultural resources in Augusta; and

WHEREAS, Augusta has determined that is more cost effective, avoids duplication of services and is in the best interest of Augusta and the citizens of Augusta to contract with Organization to undertake the Project, rather than Augusta directly constructing and operating the project; and

WHEREAS, the Augusta desires to contract with the above named organization to construct and operate the Project, which was a part of the approved capital outlay projects; and

WHEREAS, the sum of \$600,000 from the proceeds of said tax (the "SPLOST Funds") has been allocated to the Organization for the Project and Augusta has agreed to

advance a portion of the funds to the Organization to allow for the Project to begin upon the satisfaction of the conditions provided below.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements between the parties, it is agreed as follows:

#### SECTION 1 - APPROPRIATION AND USE OF FUNDS

1.1 Augusta agrees to appropriate the SPLOST Funds to be used by Organization on behalf of Augusta for the purpose of constructing the Project as provided in Exhibit "A" hereto attached and incorporated herein.

1.2 The Organization agrees to use such funds that it may receive, pursuant to this Agreement, solely and exclusively for the construction of the above described Project; said Project, including the Project Budget, is more specifically described in Exhibit "A".

1.3 Said disbursement to Organization is an authorized use of said proceeds, under O.C.G.A. Section 48-111(e), as said use benefits a "cultural, recreational, or historical facility or a combination of such purposes," and this Agreement is entered into on behalf of and for the benefit of Augusta and Organization and also as an acknowledgement that upon distribution of the funds by Augusta to Organization, that Augusta will have fully met its SPLOST VI project obligation to Organization.

#### SECTION 2 - RESPONSIBILITIES AND OBLIGATIONS OF ORGANIZATION

In consideration of the disbursement of the SPLOST Funds, Organization shall observe all conditions that the law and/or this Agreement imposes on the use of said SPLOST Funds, which shall include, but not be limited to the following:

2.1 Organization shall use said proceeds only in connection with the capital outlay Project and only for the purposes described in Exhibit A, which is attached hereto and made a part hereof.

2.2 Organization covenants not to use any of said funds for any part of its maintenance and operation budget, now or in the future.

2.3 Organization will set up any and all banking accounts necessary or convenient to segregate the account containing SPLOST Funds from its other accounts. Organization shall keep any SPLOST Funds that it receives from Augusta in a separate account fund

and shall not commingle Augusta distributions with other funds of the Organization prior to their expenditure.

2.4 The Organization shall maintain a record of each and every expense, in compliance with the generally accepted accounting principles, for which the proceeds of the tax are used. The Organization shall submit quarterly accounting reports to Augusta for all funds that the Organization receives from Augusta. Said accounting reports shall set forth the amounts expended on the Project during the term of this contract, which, shall include any amount expended on such Project in that current year, and the estimated percentage of the completion of the Project. The initial report of expenditures regarding the Project shall be made within 10 business days of the first installment of the SPLOST Funds being made available to Organization as provided on Exhibit "B," and quarterly thereafter until the end of the quarter in which the project is deemed completed as determined by the Augusta Finance Department. Quarterly reports are due within ten (10) business days following the end of each said quarter and shall be delivered to Augusta Finance Department, 535 Telfair Street, Suite 800, Augusta Georgia 30901 to the attention of Mr. Tim Schroer, Deputy Finance Director.

2.5 Organization accepts the following conditions for disbursement of said funds:

A. Unless otherwise agreed by Augusta, no funds shall be made available to Organization until such time as the tax has been collected as provided in the disbursement schedule adopted in the Intergovernmental Agreement, and the Organization has raised a minimum of twenty-five (25%) percent of the SPLOST Funds (the "Matching Funds"). Only cash or cash equivalents raised subsequent to June 16, 2009 shall qualify as Matching Funds. Pledges, in-kind donations or other donations or contributions will not qualify as Matching Funds.

B. Upon the Augusta executing an acknowledgement that the minimum amount of Matching Funds has been raised by the Organization, the Organization may expend the Matching Funds on the Project, provided that the same recording keeping requirements as provided in 2.4 are kept for expenditures of Matching Funds.

C. Prior to receipt of the SPLOST Funds or the expenditure of Matching Funds, Organization shall furnish Augusta with a copy of Organization's current audited financial statements (and annual thereafter until the Project is completed), budget, scope



of work and the projected time for completion of the work on the Project, which must be approved by Augusta prior to starting work on the Project. In addition, Organization must provide Augusta with a W-9, E-verify number, and SAVE Program verification prior to SPLOST funds being distributed to Organization. Disbursement of SPLOST Funds shall be according the schedule attached here as Exhibit "B."

D. Organization shall comply with the purchasing policies of Augusta-Richmond County regarding the advertising for bids, the securing of bids, and payment, performance bonds and contracting. Payments to any sub-contractor employed by the Organization shall be made directly by the Organization, subject to Augusta's audit and approval. If the total project costs exceed the amount funded by Augusta and the Matching Funds, the Organization shall provide proof of other funding sources. Payments by the Organization to sub-contractors shall be made only upon presentation of verified invoices.

E. Organization hereby acknowledges and agrees that as the Project is to benefit the citizens of Augusta by providing and enhancing the recreational, historical and/or cultural resources in Augusta, the Project must be open to and available for public use. Provided however, this section shall not preclude the Organization from charging reasonable and ordinary fees for the use of the Project.

F. Augusta shall have the right, by and through this contract, for not less than twenty-five years of public use and availability of the facility that is the subject of this Agreement (the "Servitude"). In the event that Organization desires to sell, dispose of or transfer title or ownership of the Project prior to the expiration of the Servitude, then in such event Organization shall reimburse Augusta, Georgia an amount equal to the fraction determined by the number of years remaining on the Servitude as the numerator and the total number of years of the Servitude as the denominator multiplied by \$1,000,000.00. (Example: if the Project is sold at the end of year 10, 15 years would remain on the Servitude.  $15/25 = .6 \times \$1,000,000,000 = \$600,000$ . \$600,000 would be reimbursed to Augusta, Georgia).

2.6 The Organization will maintain the following insurance during the performance of the Contract:

A. Comprehensive General Liability Insurance shall be maintained in force at all times and shall include the following coverages: Products/Completed Operations and Automobile Liability Insurance in the combined single limits of \$1,000,000. This coverage shall be intended to apply as primary and shall not be affected by any insurance that Augusta may carry in its own name. The Organization shall maintain Workers Compensation and Employer's Liability Insurance for the benefit of its workers. The above requirements shall also apply to the Organization's contractors and subcontractors who are engaged in the Project.

B. Prior to the commencement of work, the Organization will provide Augusta with a certificate of insurance, which evidences the above coverage and names Augusta, Georgia as an "additional insured."

### SECTION 3 - RESPONSIBILITIES AND OBLIGATIONS OF AUGUSTA

3.1 Augusta enters this contract to improve the quality of life of its citizens and to provide its citizens with additional facilities for delivery of recreational, historical and cultural services in a more cost effective manner than it could if it were to construct and operate similar facilities without the participation of the Organization.

3.2 Augusta and any auditors employed by Augusta shall have the right to verify and audit the expenditures of the Organization and the Project, sufficient to determine that the monies are being appropriately spent for the Project, in accordance with Georgia laws that govern the expenditures of Special Purpose Local Option Sales Tax monies. Official representatives of Augusta may inspect the official records of the Organization, which relate to this project, at reasonable times and upon reasonable notice to the Organization. Augusta shall also have the right to inspect the Project at any reasonable time for any purpose related to the performance of any contract awarded, or to be bid upon or awarded, by the Organization for this Project.

### SECTION 4- OBLIGATIONS OF THE ORGANIZATION AND COUNTY

4.1 Each of the parties hereto warrants and represents to the other that it will comply with all the requirements of the laws of the State of Georgia.

4.2 After approval of this contract, all contracts between the Organization and any subcontractor shall be submitted to Augusta Administrator for administrative review. If

any irregularity or illegality appears, the Administrator may submit any such questions to the Augusta Richmond County Commission.

4.3 This Agreement constitutes the entire agreement between the parties as to the matters described herein and may not be amended except by a written instrument, signed by each party's duly authorized officers.

4.4 Breach of contract with respect to any of the terms of this Agreement, or with respect to the use of funds, shall terminate Augusta's obligations under this Agreement; shall terminate Augusta's obligation for the payment of any future funds; and shall entitle the Parties to all remedies provided by law.

IN WITNESS WHEREOF, Augusta and Organization have caused these presents to be executed by their respective, duly authorized officials, on the date entered above.

AUGUSTA, GEORGIA

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
Clerk of Commission

Item # 2

[signatures continue on the following page]

Outside Agency

By: 

Nancy J. Glaser

Its: President/CEO

Attest:



Jennifer Chrzanowski

Its: Secretary/Operations

## EXHIBIT A

|  |   |
|--|---|
| ORGANIZATION:  | Augusta Museum of History   |
| PROJECT:   | Upgrade of Security System  |
| DESCRIPTION OF PROJECT/<br>SCOPE OF WORK:                    | Provide a complete video surveillance and recording system, including engineering, components, installation, customer training, and commissioning |
| PROJECTED TIME OF<br>CONSTRUCTION:                           | October, 2016 to February, 2017   |
| COST OF PROJECT WORK:  |   |
| Total Project Budget <sup>1</sup> :<br>(see attached budget) | \$ 164,334  |
| SOURCES OF FUNDING:  |   |
| SPLOST Funds <sup>2</sup> :                                  | \$ 600,000  |
| SPLOST Matching Funds:                                       | \$ 150,000  |
| Total:   | \$ 750,000  |

Item # 2

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<sup>1</sup> See attached budget.

<sup>2</sup> \$600,000 of the SPLOST Funds are available for disbursement upon the satisfaction of the Outside Agency's obligations as contained herein. The balance of the SPLOST funds will be made available upon collection and satisfaction of any SPLOST funding obligations having priority.

**SPLOST VI**  
**Agency: Augusta Museum of History**  
**Projected Budget for Upgraded Security System**

|   |           |                |
|---|-----------|----------------|
| Cameras, 24TB Storage, Surge<br>Protection, Rack Storage for DVR's,<br>Motion Detectors, Monitors,<br>Remote Viewing, 2 Recorders.<br>Software, Wiring, Installation,<br>Training | \$        | 114,615        |
| Access Control, 7 Card Readers  | \$        | 34,780         |
| Sub-Total   | \$        | 149,395        |
| Management (10 percent)   | \$        | 14,939         |
| <b>Total Projected Expenses</b>   | <b>\$</b> | <b>164,334</b> |

Item # 2

## EXHIBIT B

1. Organization shall evidence a deposit in its capital fund account the amount of \$150,000, for its matching funds (the "Matching Funds Amount"), all of which must be verifiable as raised on or after June 16, 2009 (the "Matching Funds"). - submitted 7-1-2016
2. Prior to Augusta providing funding for the Project, Organization shall expend one hundred (100%) percent of the Matching Funds for construction of the Project and provide the Finance Department evidence of the expenditure. **(Note from AMH: matching funds to be used as seen per attachment)**

## **SPLOST VI Projects for Matching Funds**

### **Research and Preservation Center Chiller- \$100,000**

The Museum will continue to meet the highest standards of stewardship in collection care and management by replacing the current chiller capacity. Funds would also include pouring a concrete pad and building an enclosure for the unit.

### **Collection Storage Cabinets for the Research and Preservation Center - \$18,000 (for Artifact storage)**

Funds will provide for state-of-the art archival/collection storage systems for preservation of historic artifacts. To meet professional museum standards, all storage equipment must be baked, powder-coated metal. They also must meet specific weight requirements to support heavy artifacts safely.

Ten Viking cabinets designed to hold farming related artifacts, tools, kitchen implements, and decorative arts, while also providing safe access to these items.

Funds will also provide for an oversize archival drawer system. This unit is a seven (7) foot by three (3) foot system of full width drawers that will meet the unique needs of the over-sized documents in the museum collection. Materials stored in this include blueprints, maps, political ephemera, and posters.

### **Industrial Freezer for the Research and Preservation Center - \$7,000 (for Collection storage)**

Museums use freezers in two ways. One as part of the integrated pest management; artifacts come into collections from a variety of storage sources: garages, attics, basements, and barns. To prevent infestations, controlled freezing is a proven method of eliminating pests and their potential larvae.

The second is to preserve film. Over time, old film bases begin to decay. Nitrate film causes one set of problems, acetate another, but both sets of problems can be resolved by proper preservation assessment and cold storage. Frozen storage halts the deterioration process for both types of film

### **Solar Power System for Exhibition Galleries - \$25,000 (to run the chillers and the exhibit lighting)**

Installing a solar power system to power the Museum's exhibition lighting grids and chillers the institution could save thousands of dollars each the year. Instead of funds going to pay electric bills, funds can be used for public programs and exhibitions.

A solar power system can improve energy efficiency and conserve natural resources. Georgia Power has been a partner to date providing to data evaluations of the Museum's current systems with many suggestions to conserve energy. Funds would provide for solar modules, invertors, mounting systems, and design and installation.





**Finance Committee Meeting  
8/30/2016 1:10 PM  
SPLOST VI agreement with Pendleton King Park Foundation**

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|   |  |
|---|--|
| <b>Department:</b>                                    | Finance  |
| <b>Presenter:</b>                                     | Donna Williams   |
| <b>Caption:</b>                                       | Approve agreement with Pendleton King Park Foundation for funding as authorized in SPLOST Phase VI.  |
| <b>Background:</b>                                    | Project funding in the amount of \$200,000 for the Pendleton King Park was approved in the SPLOST VI referendum. The Pendleton King Park project is for park interconnectivity.  |
| <b>Analysis:</b>                                      | The Pendleton King Park Foundation has raised the matching funds \$50,000 as required by the SPLOST VI Challenge Grant guidelines. The agency has provided documentation as required. The SPLOST funding has been collected and is available for disbursement in accordance with the attached agreement upon approval by the governing body. |
| <b>Financial Impact:</b>                              | Funding is available in SPLOST VI  |
| <b>Alternatives:</b>                                  | n/a  |
| <b>Recommendation:</b>                                | approve agreement  |
| <b>Funds are Available in the Following Accounts:</b> | 328-06-4310/5721110  |

**REVIEWED AND APPROVED BY:**

**Finance.  
Law.  
Administrator.  
Clerk of Commission**

Cover Memo

Item # 3

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STATE OF GEORGIA)

RICHMOND COUNTY)

SPLOST VI OUTSIDE AGENCY AGREEMENT

This AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, between Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as "Augusta"), and Pendleton King Park Foundation, Inc., (hereinafter referred to as the "Organization").

Attachment number 1 \nPage 1

WTINESSETH

WHEREAS, the voters of Augusta, Georgia on June 16<sup>th</sup> 2009, approved the imposition of the Special Purpose County One Percent Sales and Use Tax ("SPLOST VI"), and designated the use of the proceeds of said tax for certain capital outlay projects, as defined on O.C.G.A. 48-8-11(a) and further approved a project priority payment order in an Intergovernmental Agreement entered into by and between Augusta, Georgia, and the municipalities of Hephzibah and Blythe; and

WHEREAS, the Augusta Commission approved SPLOST funding for certain recreational, historical and cultural improvement capital outlay projects to be implemented through various outside agencies as provided in guidelines adopted on February 19<sup>th</sup> 2009; and

WHEREAS, Augusta has determined that the project described on Exhibit "A" (the "Project") is beneficial to the citizens of Augusta as it provides and enhances recreational, historical and/or cultural resources in Augusta; and

WHEREAS, Augusta has determined that is more cost effective, avoids duplication of services and is in the best interest of Augusta and the citizens of Augusta to contract with Organization to undertake the Project, rather than Augusta directly constructing and operating the project; and

WHEREAS, the Augusta desires to contract with the above named organization to construct and operate the Project, which was a part of the approved capital outlay projects; and

WHEREAS, the sum of \$200,000.00 from the proceeds of said tax (the "SPLOST Funds") has been allocated to the Organization for the Project and will be made available to the Organization when the tax has been collected as provided in the disbursement schedule adopted in the Intergovernmental Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements between the parties, it is agreed as follows:

#### SECTION 1 - APPROPRIATION AND USE OF FUNDS

- 1.1 Augusta agrees to appropriate the SPLOST Funds to be used by Organization on behalf of Augusta for the purpose of constructing the Project as provided in Exhibit "A" hereto attached and incorporated herein.
- 1.2 The Organization agrees to use such funds that it may receive, pursuant to this Agreement, solely and exclusively for the construction of the above described Project; said Project, including the Project Budget, is more specifically described in Exhibit "A".
- 1.3 Said disbursement to Organization is an authorized use of said proceeds, under O.C.G.A. Section 48-111(e), as said use benefits a "cultural, recreational, or historical facility or a combination of such purposes," and this Agreement is entered into on behalf of and for the benefit of Augusta and Organization.

#### SECTION 2 - RESPONSIBILITIES AND OBLIGATIONS OF ORGANIZATION

In consideration of the disbursement of the SPLOST Funds, Organization shall observe all conditions that the law and/or this Agreement imposes on the use of said SPLOST Funds, which shall include, but not be limited to the following:

- 2.1 Organization shall use said proceeds only in connection with the capital outlay Project and only for the purposes described in Exhibit "A", which is attached hereto and made a part hereof.
- 2.2 Organization covenants not use and of said funds for any part of its maintenance and operation budget, now or in the future.
- 2.3 Organization will set up any and all banking accounts necessary or convenient to segregate the account containing SPLOST Funds from its other accounts. Organization shall keep any SPLOST Funds that it receives from Augusta in a separate account fund and shall not commingle Augusta distributions with other funds of the Organization prior to their expenditure.
- 2.4 The Organization shall maintain a record of each and every expense, in compliance with the generally accepted accounting principles, for which the proceeds of the tax are used.

The Organization shall submit quarterly accounting reports to Augusta for all funds that the Organization receives from Augusta. Said accounting reports shall set forth the amounts expended on the Project during the term of this contract, which, shall include any amount expended on such Project in that current year, and the estimated percentage of the completion of the Project. The initial report of expenditures regarding the Project shall be made within 60 days of the first installment of the SPLOST Funds are made available to Organization and quarterly thereafter until the end of the quarter in which the project is deemed completed as determined by the Augusta Finance Department. Quarterly reports are due within ten (10) business days following the end of each said quarter and shall be delivered to Augusta Finance Department, 535 Telfair Street, Suite 800, Augusta Georgia 30901 to the attention of Mr. Timothy Schroer, Deputy Finance Director.

Attachment number 1 \nPage 3

2.5 Organization accepts the following conditions for disbursement of said funds:

- A. Unless otherwise agreed by Augusta, no funds shall be made available to Organization until such time as the tax has been collected as provided in the disbursement schedule adopted in the Intergovernmental Agreement, and the Organization has raised a minimum of twenty five (25%) percent of the SPLOST Funds (the "Matching Funds"). Only cash or cash equivalents raised subsequent to June 16, 2009 shall qualify as Matching Funds. Pledges, in-kind donations or other donations or contributions will not qualify as Matching Funds.
- B. Upon the Augusta executing an acknowledgement that the minimum amount of Matching Funds has been raised by the Organization, the Organization may expend the Matching Funds on the Project, provided that the same recording keeping requirements as provided in 2.4 are kept for expenditures of Match Funds.
- C. Prior to receipt of the SPLOST Funds or the Expenditure of Matching Funds, Organization shall furnish Augusta with an itemized receipt of expenses.
- D. Organization shall comply with the purchasing policies of Augusta-Richmond County regarding the advertising for bids, the securing of bids, and payment, performance bonds and contracting. Payments to any sub-contractor employed by the Organization shall be made directly by the Organization, subject to Augusta's audit and approval. If the total project costs exceed the amount funded by Augusta and the Matching Funds, the Organization shall provide proof of other funding sources.

Payments by the Organization to sub-contractors shall be made only upon presentation of verified invoices.

- E. Upon completion of the construction of the Project, Organization shall do everything possible within its power to help ensure that Augusta will receive a lease of the Property to Richmond County Public Facilities, Inc. or such other entity designated by Augusta, such lease to be substantially similar to the lease attached hereto as Exhibit "B." Organization hereby acknowledges and agrees that as the Project is to benefit the citizens of Augusta by providing and enhancing the recreational, historical and/or cultural resources in Augusta, the Project must be open to and available for public use. Provided however, this section shall not preclude the Organization from charging reasonable and ordinary fees for the use of the Project.

Attachment number 1 \nPage 4

2.6 The Organization will maintain the following insurance during the performance of the Contract:

- A. Augusta will indemnify, including but not limited to attorney's fees, and hold harmless Organization for any causes of action incurred during the performance of the Project.

### SECTION 3 - RESPONSIBILITIES AND OBLIGATIONS OF AUGUSTA

- 3.1 Augusta enters this contract to improve the quality of life of its citizens and to provide its citizens with additional facilities for delivery of recreational, historical and cultural services in a more cost effective manner than it could if it were to construct and operate similar facilities without the participation of the Organization. Organization shall do everything within its power to help ensure that Augusta shall have the right, by and to this contract, for not less than 25 years of public use and availability of the facility that is the subject of this contract. In the event that Organization desires to sell or otherwise transfer title or ownership of the Project prior to the termination of the Lease, then in such events, the transfer provisions of the Lease shall control.
- 3.2 Augusta and any auditors employed by Augusta shall have the right to verify and audit the expenditures of the Organization and the Project, sufficient to determine that the monies are being appropriately spent for the Project, in accordance with Georgia laws that govern the expenditures of Special Purpose Local Option Sales Tax monies. Official representatives of Augusta may inspect the official records of the Organization, which relate to this project,

at reasonable times and upon reasonable notice to the Organization. Augusta shall also have the right to inspect the Project at any reasonable time for any purpose related to the performance of any contract awarded, or to be bid upon or awarded, by the Organization for this Project.

SECTION 4- OBLIGATIONS OF THE ORGANIZATION AND COUNTY

- Attachment number 1 \nPage 5
- 4.1 Each of the parties hereto warrants and represents to the other that it will comply with all the requirements of the laws of the State of Georgia.
- 4.2 After approval of this contract, all contracts between the Organization and any subcontractor shall be submitted to Augusta Administrator for administrative review. If any irregularity or illegality appears, the Administrator may submit any such questions to the Augusta – Richmond County Commission.
- 4.3 This Agreement constitutes the entire agreement between the parties as to the matters described herein and may not be amended except by a written instrument, signed by each party’s duly authorized officers.
- 4.4 Breach of contract with respect to any of the terms of this Agreement, or with respect to the use of funds, shall terminate Augusta’s obligations under this Agreement; shall terminate Augusta’s obligation for the payment of any future funds; and shall entitle the Parties to all remedies provided by law.

IN WITNESS WHEREOF, Augusta and Organization have caused these presents to be executed by their respective, duly authorized officials, on the date entered above.

AUGUSTA, GEORGIA

By: \_\_\_\_\_  
Mayor

ATTEST:  
By: \_\_\_\_\_  
Clerk of Commission

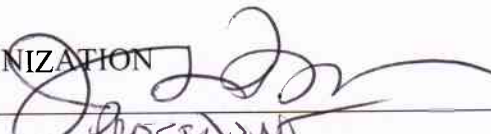
ORGANIZATION  
By:  \_\_\_\_\_  
its President



EXHIBIT "A"

SPLOST VI

Project: Park Interconnectivity

Project Description:

The Park Interconnectivity project is a group of smaller projects designed to improve the interconnectivity of Pendleton King Park with the citizens of Augusta. These projects listed in prioritized order are to be performed as long as funds are available to complete:

- 1) ADA access throughout the improved portion of the park to include access to all gardens and a speedtable/crosswalk for access to Bark Park across the entrance.
- 2) To break the connection of sediment runoff from the slopes into Lake Elizabeth through improved collection of drainage and runoff and similar improvements in some of the gardens in the park.
- 3) To re-establish the pavement on the wooded paths to allow a connection with nature in the urban setting that is Pendleton King Park plus enhancing the access to the park by the nearby neighborhoods.
- 4) Establish new parking to connect Bark Park more closely and conveniently with its patrons.
- 5) Design and install new signage throughout the park to provide efficient connection between the park features and the patrons of the park.

Project Timeline:

- June 2016 – Publish RFPs
- August 2016 – Award Contracts
- September 2016 – Begin Projects
- December 2016 – Complete Projects
- January 2016 – Present Improvements to Public

Project Budget:

Agency: Pendleton King Park Foundation  
Project Name: Park Interconnectivity  
Date: May 10, 2016

|                |           |
|----------------|-----------|
| 1) ADA Access  | \$19,390  |
| 2) Erosion     | \$56,000  |
| 3) Pavement    | \$69,000  |
| 4) Parking     | \$45,000  |
| 5) Signage     | \$10,500  |
| 6) Engineering | \$35,855  |
| 7) Contingency | \$14,255  |
| Total          | \$250,000 |